

**REQUEST FOR PROPOSAL
RFP No. 19-01**

**Notice to Prospective Proposers for
a Statewide Outreach Plan for the Voters FIRST Act**

Fiscal Years 2018-19, 2019-20, and 2020-21

October 16, 2018

You are invited to review and respond to this Request for Proposal (RFP), titled Statewide Outreach Plan for the Voters FIRST Act, RFP No. 19-01 for fiscal years ending June 30, 2019, June 30, 2020, and June 30, 2021.

Proposers interested in responding to this RFP are encouraged to notify the California State Auditor's office indicating their interest. This will ensure that your firm/team receives supplemental or updated information that may be released subsequent to the State Auditor's formal issuance of the RFP. Provide the firm's name, address, and contact information. Send by email, postcard, or letter to the attention of Donnell Duclo by October 23, 2018.

In the opinion of the California State Auditor, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Ms. Donnell Duclo, Analyst
California State Auditor
621 Capitol Mall, Suite 1200
Sacramento, CA 95814
916-445-0255
E-mail: Proposals@auditor.ca.gov

Please note that no verbal information given will be binding upon the California State Auditor unless such information is issued in writing as an official addendum.

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REQUEST FOR PROPOSAL

RFP No. 19-01

**Notice to Prospective Proposers for
a Statewide Outreach Plan for the Voters FIRST Act**

Fiscal Years 2018-19, 2019-20, 2020-21

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I. PURPOSE AND DESCRIPTION OF SERVICES

In this Request for Proposal (RFP), the California State Auditor (State Auditor) solicits qualified proposers to provide an effective and inclusive Statewide Outreach Plan for the Voters FIRST Act (act) (Article XXI of the California Constitution and; (Government Code, section 8251 et seq.).

A. Background

1. To staff the Citizens Redistricting Commission (commission), the State Auditor must initiate an extensive application process every 10 years to select its commissioners. The State Auditor provides support functions to the commission until its staff and office are fully functional.
2. The commission is responsible for various duties and responsibilities in connection with redistricting Assembly, Senate, Board of Equalization, and congressional districts. The commission must be established and functional by September 2020.
3. By August 15 in each year ending in the number nine, the State Auditor shall initiate an application process, open to all registered California voters, in a manner that promotes a diverse and qualified applicant pool (Government Code section 8252 (a) (1)).

B. Statement of Work

1. The State Auditor seeks a contractor to develop and implement a statewide public outreach plan to eligible California voters. The contractor will provide outreach services for the duration of the application and selection of the 2020 commission.
2. The outreach plan will include a basic level of outreach to California's eligible voters intended to reach a diverse and qualified applicant pool. This may include outreach to voters in underserved communities, educating voters of the opportunities to serve on the commission, and how to participate in the process.
3. Proposers are encouraged to read the act in preparation for submitting a proposal. Additional information about the State Auditor's implementation of the act is available on our website at <http://www.auditor.ca.gov>.

C. Response Content

1. Basic Plan. Include a detailed plan for the basic level of outreach to California's eligible voters to promote the opportunity to be part of the 2020 commission and to encourage voters to apply, and continue to generate interested throughout the selection process. Describe the most economical level of services necessary.

2. Enhanced Plan. Include an enhanced version to the basic level of outreach for the provision of services that the contractor believes would significantly increase outreach, assistance and notification to voters at a reasonable cost. Include a level of technical and cost detail that is sufficient to allow services to be selected individually.
3. Include an explanation of the overall approach including how each proposed outreach service will enhance outreach to voters in the most inclusive manner. Include how technical assistance in the application process will be provided. Technical assistance may include, webinars on how to complete the supplemental application and how to prepare for the interview process.
4. Include a timeline for the term of the contract. Consider the milestones and dates listed below. The timeline should demonstrate the broad outreach that can be achieved through the implementation of the proposal.

D. State Auditor Responsibilities

The State Auditor will be responsible for the outreach process associated with the commission, including but not limited to:

1. Consulting with the contractor on the content of the messages delivered.
2. Consulting with the contractor on the specific dates for approval of the contractor's deliverables and for the implementation of various aspects of the outreach plan.
3. Final approval of the messages used for outreach.
4. Final approval of each phase of the contractor's outreach plan including all media presentations regardless of the type of media used.
5. Performing ongoing reviews of the contractor's deliverables including the timing of the deliverables.
6. The State Auditor shall adhere to the Milestones in Table 1.

Table 1. Milestones

Milestones	No Later Than
Preparation for outreach begins	Fall 2018
Initiate the application process	August 15, 2019
Publicize the names of the applicant pools	March 15, 2020
Random selection of the first eight commissioners	July 5, 2020
Swear in the first eight commissioners	July 15, 2020
First eight commissioners select remaining six commissioners	August 5, 2020
Swear in the second six commissioners	August 15, 2020
Release the 2020 Citizens Redistricting Commission to begin autonomous operation	September 25, 2020

E. Contractor Responsibilities

The contractor is responsible for all aspects of the outreach plan, as approved by the State Auditor, including but not limited to:

1. Consulting with the State Auditor during all stages of outreach to inform voters.
2. Obtaining approval of plans and content of messages for any outreach efforts.
3. Executing the approved outreach plan and tasks. This includes assisting the State Auditor in adhering to the Milestones in Table 1, Paragraph D 6.
4. Tracking outreach efforts and recommending modifications needed to ensure an inclusive outreach program.
5. Regular updates as determined by the State Auditor.

F. Deliverables

1. The contractor shall provide the State Auditor with progress reports in the form and content as determined by the State Auditor.
2. The contractor must provide a final summary report to the State Auditor, including but not limited to:
 - (a) Outreach efforts and corresponding outcomes of each activity.
 - (b) Suggestions for outreach for the 2030 commission.

II. MINIMUM QUALIFICATIONS FOR PROPOSERS

All personnel proposed to perform professional services under the contract must have the qualifications and experience identified below.

A. Qualifications and Experience

1. All personnel proposed to perform professional services under the contract must have demonstrated knowledge of and experience in the marketing techniques that are necessary to complete a statewide marketing campaign as outlined in the Statement of Work in Section II.
2. Proof that the proposer, if a corporation, is in good standing and qualified to conduct business in California.
3. For proposers that are nonprofit organizations, proof of nonprofit status.
4. Copies of current business licenses, professional certifications, or other credentials.
5. Proof of financial solvency or stability for 2017 and 2018 (e.g., audited financial statements for two years).
6. A list of current or former references for whom the proposer has performed similar work.
7. A list of three examples of similar types of contracts in which the contractor conducted an extensive media outreach campaign. At least one of the examples should be an outreach project for a Metropolitan Statistical Area level or higher. This is defined as one or more counties that contain a city of 50,000 or more inhabitants, or contain a Census Bureau-defined urbanized area and have a total population of at least 100,000. The listing should include:
 8. Title of the project.
 9. Name of the entity.
 10. Brief description of the project.
 11. Name and telephone number of the entity's contracting officer.
12. By furnishing this information, the prospective contractor gives permission to the State Auditor to contact these entities regarding the prospective contractor's past performance. If the firm is newly organized, a listing of projects completed by lead personnel during previous employment may be acceptable. Moreover, if the contractor is a joint venture, the experience of the joint venture may be combined.

13. A description of the lead personnel and anticipated supporting personnel to be employed during performance (by classification or title) and their qualifications to perform the work.
14. Identification of a project coordinator.
15. Résumés for each major contract participant who will exercise a major policy, administrative, or consultative role in carrying out the services.
16. Include a list of prospective subcontractors proposed to use in performing the work, including a listing of the individuals the subcontractor proposes to assign to the engagement and the location where the work will be performed. The State Auditor, in her sole discretion, reserves the right to reject subcontractors. Subcontractors, if used, shall be subject to all terms, conditions, and qualifications required by this RFP.

III. PROPOSAL REQUIREMENTS AND INFORMATION

Proposers may include any relevant information and pertinent exhibits in the proposal. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation. Emphasis should be on conformance to the instructions and responsiveness to the requirements described herein, and on completeness and clarity of content.

1. Key Action Dates

The State Auditor will use its best efforts to adhere to the dates in Table 2. However, the State Auditor reserves the right to amend the time schedule, as deemed necessary. Changes will be accomplished by addendum.

Table 2. Key Action Dates

Action	Time	Date
Release of Request for Proposal		October 16, 2018
Intent to Bid Postcard/Letter	5:00 p.m.	October 23, 2018
Questions Due	4:00 p.m.	October 30, 2018
Questions and Answers Posted	5:00 p.m.	November 6, 2018
Proposals Due	4:00 p.m.	November 14, 2018
Opening of Proposals		November 14, 2018
Evaluation Period		November 15 through November 27, 2018
Notice of Intent to Award Posted at State Auditor's Office and on Website		November 30, 2018
Contract Award and Execution		December 13, 2018
Contract Work Begins		January 3, 2019
Contract Term Ends		October 31, 2020

2. Questions and Answers

- (a) Proposers requiring clarification or further information on the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions in writing. We will post question and answer sets to our website by the due date listed in Table 2 Key Action Dates. Clearly mark all questions with “Questions Relating to RFP No. 19-01.” Submit written questions as follows:

e-mail: Proposals@auditor.ca.gov

fax: (916) 327-0019

mail: California State Auditor’s Office
621 Capitol Mall, Suite 1200
Sacramento, CA 95814

Attention: Ms. Donnell Duclo
Questions Relating to RFP No. 19-01

- (b) If disclosing questions regarding a proposal to other prospective contractors would compromise proprietary information, a prospective contractor may seek clarification or further information on the content of the RFP by marking the question packet “CONFIDENTIAL” and submitting questions as described above. The prospective contractor must explain why his/her questions are confidential in nature. If the State Auditor concurs that disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be kept in confidence. If the State Auditor does not concur with the proprietary aspect of a question, the question will not be answered in this manner and the proposer will be so notified.

3. Confidentiality and Nondisclosure

- (a) The State Auditor appreciates a proposer’s desire to treat certain documents as confidential.
- (b) If the State Auditor receives a request to disclose data claimed by the proposer to be confidential, the State Auditor will notify the proposer of the request and state that the documents are under review to determine whether information was correctly identified as confidential. If there is any question of whether specific information is confidential, the State Auditor will contact the person(s) identified in the RFP to obtain a justification and statement of why the information is confidential.
- (c) Any proposal that contains confidential information shall be prominently marked “CONFIDENTIAL” and shall identify the reasonable legal basis for confidentiality. The State will deem those portions of the proposal not marked “CONFIDENTIAL” releasable under the California Public Records Act.

- (d) Proposer shall not disclose data or disseminate the contents of any preliminary or final work product or records, documents, or information used in support of the work product without the written permission of the State Auditor.
- (e) With the exception of comments made about the work product to the State Auditor or her staff, proposers shall not make comments to any individual, including, but not limited to, any member of the media regarding the work product, nor shall proposer comment on the State Auditor's actions regarding the work product, without the prior written consent of the State Auditor.

4. Methodology

- (a) The proposal shall include a description of the overall approach to providing the services described in Section I, Statement of Work, including a timeline for both the basic and enhanced outreach plans.
- (b) The overall approach for both the basic and enhanced plans for each proposal will be scored on the quality of approach and methods employed to provide outreach. The plans should address the following elements: messaging, earned and/or paid media, social networking, community outreach, translation services, and project management.
- (c) Additional scoring elements for technical merit include other proposed services beyond the elements listed above, the cost/value effectiveness of the proposed services, and the cost adequacy of the proposed services. Other proposed services are characterized as innovative, cost-effective outreach efforts.

5. Work Plan Requirements

- (a) The proposer shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.
- (b) At the sole discretion of the State Auditor, a proposal may be eliminated from consideration if it fails to contain each of the following provisions or to provide a justification satisfactory to the State Auditor for its exclusion.
- (c) Project Personnel. Identification of the prospective contractor, including the name of the firm submitting the proposal, its mailing address, telephone number, and contact information.
- (d) Identification by name of the lead personnel the proposer will assign to the engagement. Contract terms will not permit substitution of lead personnel without prior written approval of the State Auditor.
- (e) For each individual assigned to the engagement (excluding administrative support), the proposer should provide a summary of similar work or studies performed, a résumé, and a statement indicating his/her planned

- responsibilities under the contract. Any limiting factors on the availability of these individuals should be identified.
- (f) Former employees of the State Auditor may not work on any State Auditor contract project within one year of termination.
 - (g) The proposal shall include a description of the overall approach to providing the services described in Section I of this RFP. The proposal must include specific techniques, administrative and operational management expertise, and typical staffing patterns (e.g., ratio of management and key staff to general professional staff) used in the types of services described in this RFP.

6. Cost Detail Format and Requirements

The proposal shall include a detailed quotation of costs for all services that could be charged to the State Auditor. The cost must include the following level of detail.

- (a) A specific description of each task to be performed, for both the **basic plan** and the **enhanced plan**, that corresponds to the tasks to be performed in the technical narrative of the proposal.
- (b) A cost line for each task that details who will perform the task, the primary contractor or a sub-contractor, the frequency of the task, the total number of hours for the task, when applicable, and the total costs associated with the task. With regards to the frequency of a task, if the task is ongoing such as an administrative function, state as such. If the task is to be recurring, such as a series of meetings or workshops, state the number of times that the function will occur based on the cost estimate.
- (c) The proposal shall include a quotation of charges for fiscal years 2018-19, 2019-20, and 2020-21. The cost component must project the total number of hours required to produce the deliverable.
- (d) The State Auditor will pay only for hours actually worked at the rates submitted and for actual expenses incurred. As a guide, use the Cost Proposal Worksheet (Attachment G). Include the following costs:
 - (i) Direct labor costs (personnel classification, number of hours, and hourly rate(s)). This cost component must project the total number of hours required to produce the deliverables and contain a cost quotation of charges for each class of personnel that would be used to produce the deliverables.
 - (ii) Travel expenses shall not exceed the rates established for excluded employees of the State of California.

7. Submission of Proposals

- (a) Proposals submitted to the State Auditor constitute an express acceptance of all provisions of this RFP, including all attachments and exhibits. However, the State Auditor, in her sole discretion, may negotiate with the contractor on specific provisions of the final contract.
- (b) Proposers should provide straightforward and concise descriptions of their ability to satisfy the requirements of this RFP. The proposal must be complete and accurate.
- (c) Costs incurred for developing proposals, in anticipation of award of the agreement are entirely the responsibility of the proposer, and shall not be charged to the State.
- (d) Proposers shall submit five (5) legible proposals. One original proposal must be marked "ORIGINAL COPY," must have original signatures. Four (4) additional proposals may contain photocopies of the original proposal.
- (e) The original and four copies of the proposal shall be double-sided to conserve paper and should be prepared in the least expensive method.
- (f) The font shall be in Arial or Times New Roman and 12 point.
- (g) An individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet (Attachment D). The signature must indicate the title or position that the individual holds in the firm.
- (h) Before submitting a response to this solicitation, proposers should review, correct all errors, and confirm compliance with the RFP requirements.
- (i) Time is of the essence. Proposals must be received not later than **4 p.m. on November 14, 2018**, and shall be delivered via Federal Express or other similar delivery service, messenger or courier service. Late proposals will not be accepted without exceptional cause and the express written permission of the State Auditor.
- (j) Proposals shall be sent in a sealed envelope, clearly marked "**Response to RFP No. 19-01**," and addressed to the attention of Ms. Donnell Duclo, Analyst.

California State Auditor
621 Capitol Mall, Suite 1200
Sacramento, CA 95814
DO NOT OPEN

- (k) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

- (l) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- (m) If the proposal is made under a fictitious name or business title, the actual legal name of the proposer must be provided.
- (n) No oral understanding or agreement shall be binding on either party.
- (o) All proposals shall include the documents identified in Section V. Required Attachment Checklist (**Attachment A**).
- (p) Confidential Proposal Information. Any components of the proposal reflecting trade secrets or other confidential information shall be prominently marked "CONFIDENTIAL" and shall identify the reasonable legal basis for confidentiality. The State will deem those of the proposal portions not marked "CONFIDENTIAL" releasable under the California Public Records Act.
- (q) Modification or Withdrawal of Proposals. Any proposal that the State Auditor receives before the deadline to submit proposals may be withdrawn or modified by written request of the prospective contractor. However, to be considered, the modified proposal must be received by the deadline.
- (r) Modification or Amendment of this Request. This RFP may be modified at any time prior to the time set for receipt of proposals and thereafter as long as no proposal has been opened. Upon any such modification, all proposers will be notified, and any person or firm who has expressly requested such notice in writing will also be notified. However, persons or firms who have been invited to propose, but who have not indicated their interest in writing, may not be notified of such changes at the discretion of the State Auditor.
- (s) Proposals must be complete in all respects and submitted by dates and times shown in Section III, Paragraph A.

8. Rejection of Proposals

Submitted proposals may be rejected for any of the following reasons:

- (a) Right to Reject Any or All Proposals. The policy of the State Auditor is to solicit proposals with a bona fide intention to award a contract. The State Auditor, in her sole discretion, may reject any and all proposals submitted in response to this RFP, without regard to the cost or quality of any proposal, or other considerations upon determination that it is in the best interest of the State Auditor to do so.
- (b) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions and the State Auditor's Special Terms and Conditions are not negotiable.

- (c) The State Auditor, in her sole discretion, reserves the right to reject any individual proposed to be assigned to the engagement.
- (d) Proposals not including the required attachments shall be deemed non-responsive and will be rejected.
- (e) Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- (f) A proposal may be rejected if it is conditional, incomplete, or it contains any alterations of form or other irregularities.
- (g) Proposals that contain false or misleading statements or that provide references, that do not support an attribute or condition claimed by the proposer, may be rejected.

9. Notice of Payment Terms

The invoicing and payment terms are in Section VI, Sample Standard Agreement, Exhibit B - Sample Budget Detail and Payment Provisions.

10. Evaluation Process

- (a) Proposals will be evaluated by the State Auditor and awards if made, will be made to the responsible proposer earning the highest score.
- (b) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the Section III, Paragraph 7, Submission of Proposals.
- (c) Proposals that meet the minimum qualifications will be evaluated and scored according to the Scoring Criteria in Table 3. A responsive proposal is one that meets or exceeds the requirements stated in this RFP.
- (d) The proposal with the lowest cost will receive the maximum cost points. The remaining proposals will be awarded cost points based on the following calculations:

Lowest Proposer's Cost = (factor) X maximum cost points = cost points for other proposer(s)

EXAMPLE of other proposer's cost based on 30 cost points available.

Lowest Cost Proposal = \$75,000, next Lowest Proposal = \$100,000
\$75,000 divided by \$100,000 = $\frac{3}{4}$ x 30 = 22.5 cost points awarded to other proposal

Table 3. Scoring Criteria

Scoring Criteria	Maximum Possible Points
Technical Aspects of Proposal	
Quality of approach and methodology: Basic Plan	15
Quality of approach and methodology: Enhanced Plan	10
Cost/Value Effectiveness and Adequacy (innovative, cost-effective outreach efforts)	10
Clarity and succinctness of proposal	5
Organizational Capabilities	
Demonstrated ability to successfully perform statewide media outreach	10
Qualifications and experience of management and lead staff to be assigned to the project	10
Related organizational experience	10
Cost	30
TOTAL	100

- (e) If no proposals are received containing bids offering a price, which in the opinion of the State Auditor is a reasonable price, the State Auditor is not required to award a contract.
- (f) In the event of a tie bid, the affected bidders are invited to witness the tiebreaker coin toss at the State Auditor's office.
- (g) During the evaluation and selection process, the State Auditor may request the presence of a proposer's representative for answering specific questions, orally and/or in writing. If discrepancies between sections or other errors are found in a final proposal, the State Auditor may reject the proposal; however, the State Auditor may in her sole discretion, retain the proposal and correct any arithmetic or transposition errors in price or quantity. The State Auditor will notify all prospective contractors of its decision to award the contract.

11. Award and Protest

- (a) Notice of the proposed award shall be posted in a public place at the California State Auditor's Office and on its website for five (5) working days prior to awarding the agreement.
- (b) If any proposer, prior to the award of agreement, files a protest with the State Auditor on the grounds that the (protesting) proposer would have been awarded the contract had the State Auditor correctly applied the evaluation standard in the RFP, or if the State Auditor followed the evaluation and

scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the State Auditor has decided the matter. It is suggested that you submit any protest by certified or registered mail.

- (c) Within five (5) days after filing the initial protest, the protesting proposer shall file a detailed statement specifying the grounds for the protest.

12. Disposition of Proposals

- (a) All proposals will become property of the State of California and will, along with the summaries of evaluations, be regarded as public records under the California Public Records Act and be available to the public for inspection at the conclusion of the committee scoring process. Proprietary information, as reasonably identified by the proposer, in the proposals will remain confidential as permitted by law. To prevent its release to the public, the proposer must indicate what information in the proposal is proprietary, along with a citation to the relevant provisions of law exempting or precluding that information from public disclosure.
- (b) Proposals may be returned only at the proposer's expense, unless such expense is waived by the State Auditor.

13. Agreement Execution and Performance

- (a) Performance shall start not later than 5 days, or on the express date set by the State Auditor and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the State Auditor, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- (b) All performance under the agreement shall be completed on or before the termination date of the agreement.
- (c) Contract Subject to Appropriation. Payment under the contract will be subject to appropriation of sufficient funds by the Legislature to the State Auditor to cover the costs of the services described in this RFP.

IV. PREFERENCE PROGRAMS

1. Small Business Preference Program

- (a) The proposal should include a statement indicating whether or not the firm claims a small business preference and proposers should certify its small business certification using the Bidder Declaration (**Attachment D**).
- (b) This RFP does not include a minimum Small Business participation preference. Bidders claiming the 5 percent preference must be certified by California as a small business or must commit to subcontract at least 25 percent of the net bid price with one or more California Certified Small Business (CCSB).
- (c) To claim the CCSB preference, which may not exceed 5 percent for any bid, the firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the California Office of Small Business and DVBE Services by 5:00 p.m. on the bid due date and time listed Section III, Table 2 Key Action Dates and be verified by such office.
- (d) If the proposer receives the CCSB preference, the score assigned to its proposal will be increased by an amount equal to 5 percent of the points assigned to the highest scored proposal.

2. Disabled Veteran Business Enterprise (DVBE) – Declaration and Program Incentive

- (a) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program. This solicitation DOES NOT include a minimum DVBE participation requirement. **DVBE participation is not required in the bid or proposal.**
- (b) The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE Participation per Table 4 is eligible to receive the incentive, which will be between 1 percent and 5 percent of the total possible available points, not including points for socioeconomic incentives or preferences. Bidders, who are not responsive or responsible, regardless of the amount of DVBE participation, are not eligible to receive the incentive.
- (c) The State Auditor will apply the incentive to bids proposing the utilization of DGS Certified DVBE firms identified in the Bidder Declaration (**Attachment D**). Information provided on the Bidder Declaration shall be verified by the State Auditor prior to award of the contract. The incentive points are included in the sum of non-cost points based on the amount of the DVBE participation in the bid being evaluated per Table 4. When applying

the DVBE Incentive, a Non-Small Business shall not displace an award to a DGS Certified Small Business.

Table 4. DVBE Participation (High Score Awards)

Verified DVBE Participation	DVBE Incentive Amount
5% or More	5%
4% - 4.99 %	4%
3% - 3.99%	3%
2% - 2.99%	2%
1% - 1.99%	1%

3. Target Area Contract Preference Act

Proposers requesting the Target Area Contract Area Preference shall submit a completed preference request form (**Attachment F**) and shall comply with all of the following:

- (a) Proposer or vendor agrees to comply with the requirements of the Target Area Contract Preference Act (Government Code section 4530, et seq.) and attendant rules and regulations (Cal. Admin. Code, Title 2, section 1896.30, et seq.).
- (b) Contractor or vendor agrees that the state contracting agency, or its delegate, will have the right to inspect its facilities and operations and to inspect, review, obtain, and copy all records pertaining to performance of the contract or compliance with the requirements of the Act and attendant rules and regulations. Contractor or vendor further agrees that such records shall be maintained for a period of three (3) years after the final payment under the contract.
- (c) Contractor or vendor agrees with respect to a certification to hire persons with high risk of unemployment, to:
 - (1) Act in good faith for the purpose of maintaining such persons as employees for the duration of the contract performance; and
 - (2) To make a reasonable effort to replace such persons, who for any reason permanently cease to be on the payroll, with other persons with high risk of unemployment; and

- (3) To promptly report to the state contracting agency and thereafter confirm in writing within seven (7) days the names of such persons who have been terminated or absent from work for more than three (3) consecutive work days and to communicate the reasons for the termination or absence. Contractor or vendor agrees under such circumstances to consult with the state contracting agency and the Employment Development Department with respect to replacement of such persons.

V. REQUIRED ATTACHMENTS

Attachment A: Required Attachment Checklist
Attachment B: Proposal/Proposer Certification Sheet
Attachment C: Cost Proposal Worksheet (sample)
Attachment D: Bidder Declaration
Attachment E: Darfur Contracting Act Certification
Attachment F: Target Area Contract Preference References
Attachment G: California Civil Rights Law Certification

VI. SAMPLE STANDARD AGREEMENT (STD.213)

Exhibit A - Sample Scope of Work
Exhibit B - Sample Budget Detail and Payment Provisions
Exhibit C - General Terms and Conditions
Exhibit D - Special Terms and Conditions
Exhibit E - Payee Data Record (Std. 204)
Exhibit F - Contractor Certification Clauses

ATTACHMENT A - REQUIRED ATTACHMENT CHECKLIST

A responsive proposal shall include the requirements identified in Section III of this RFP, all required attachments, and be submitted by the proposal due date. Place a check mark or "X" in the column next to each item to confirm the item is in the proposal.

Check	Description	Quantity
_____	One original proposal with original signatures, printed double-sided	1
_____	Four photocopies of the original proposal, printed double-sided	4
		Attachments
_____	Required Attachment Checklist	Attachment A
_____	Proposal/Proposer Certification Sheet	Attachment B
_____	Cost Proposal Worksheets for each fiscal year (2018-19, 2019-20, 2020-21)	Attachment C
_____	Bidder Declaration	Attachment D
_____	Darfur Contracting Act Certification	Attachment E
_____	Target Area Contract Preference Act	Attachment F
_____	California Civil Rights Laws Certification	Attachment G

ATTACHMENT B - PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with **original signatures**. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions. **An unsigned proposal/proposer certification sheet may be cause for rejection.**

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

1. Company Name:

2. Address:

3. Telephone Number: Fax Number:

Organization type:

4. ☐ Sole Proprietorship

5. ☐ Partnership

6. ☐ Corporation/LLC

7. Federal Employee ID No:

8. California Corporation/LLC No.:

9. License and/or certification information:

10. Proposer's Name (Print):

11. Title (Print):

12. Signature: _____ 13. Date: _____

14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as a Small Business Enterprise or Disabled Veteran Business Enterprise?

Small Business Enterprise: Yes ☐ Certification number: No ☐

Disabled Veteran Business Enterprise: Yes ☐ Certification number: No ☐

If Yes is checked, include a copy of your certification. If your application is pending with OSBCR, include the date the application was submitted.

INSTRUCTIONS FOR ATTACHMENT B PROPOSAL/PROPOSER CERTIFICATION SHEET

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the California Office of Small Business and DVBE Services.

ATTACHMENT C - COST PROPOSAL WORKSHEET

The proposal shall include a detailed quotation of costs for all services provided including any costs that would be charged to the State Auditor. The cost must include the following level of detail:

- (a) A specific description of each task to be performed for both the **basic plan** and **enhanced plan**, that corresponds to the tasks to be performed in the technical narrative of the proposal.
- (b) A cost line for each task that details who will perform the task, the primary contractor or a sub-contractor, the frequency of the task, the total number of hours for the task, when applicable, and the total costs associated with the task. With regards to the frequency of a task, if the task is ongoing such as an administrative function, state as such. If the task is to be recurring, such as a series of meetings or workshops, state the number of times that the function will occur based on the cost estimate.
- (c) The proposal shall include a quotation of charges for fiscal years 2018-19, 2019-20, and 2020-21. The cost component must project the total number of hours required to produce the deliverable.
- (d) The State Auditor will pay only for hours actually worked at the rates submitted and for actual expenses incurred.
- (e) Direct labor costs (personnel classification, number of hours, and hourly rate(s). This cost component must project the total number of hours required to produce the deliverables and contain a cost quotation of charges for each class of personnel that would be used to produce the deliverables.
- (f) Travel expenses shall not exceed the rates established for excluded employees of the State of California.

Direct Labor	Hours	Rate	Total
Job title/description			\$
Job title/description			\$
Total			\$
Subcontractor(s) Cost Itemized			\$
Travel			
TOTAL COSTS			\$

ATTACHMENT D - BIDDER DECLARATION

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09)

Solicitation Number

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE): or None (If "None", go to Item #2)
- b. Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes No
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Page of

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
 - Small Business (SB)
 - Nonprofit Veteran Service Agency (NVSA)
 - Disabled Veteran Business Enterprise (DVBE)

- 1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

- 1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

ATTACHMENT E - DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three (3) years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, write your company name and Federal ID Number and **complete only one** of the following three options (via initials for Option 1 or 2, or via initials and certification for Option 3).

Firm Name (Print)

Federal ID Number

Print Name and Title of Person Initialing (for options 1 or 2)

1. We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.

Initials

OR

2. We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Initials

OR

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

Initials +
Certification
Below

Certification for Option 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in option 3. This certification is made under the laws of the State of California.

By (Authorized Signature)

Date Executed

Print Name and Title of Person Signing (for option 3)

Executed (County
and State)

BIDDER'S NAME & TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

STD. 830 (REV. 1/2005) (REVERSE)

**TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS**

Target Area Contract Preference Act References and Instructions

The Target Area Contract preference Act (TACPA), GC §4530 et seq., and 2 CCR §1896.30 et seq., promotes employment and economic development at designated distressed areas by offering 5% worksite and 1% to 4% workforce bidding preferences in specified state contracts. The TACPA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceed \$100,000. Bidders must certify, under penalty of perjury to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible TACPA area worksite(s) identified in Section I on the reverse side of this page. TACPA preferences are limited to 9%, or a maximum of \$50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case more than \$100,000 per bid.

**Section I
Worksite Preference Eligibility and Labor Hours**

Bidders must identify at least one eligible TACPA worksite by entering the criteria letter A, B, C, D, E or F in the "Criteria" column and enter the "Census Tract" and "Block Group" Numbers to be eligible for the preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied if an eligible California TACPA worksite is not identified, or all firms performing contract labor hours are not identified. Enter one of the following "Criteria" letters to identify each TACPA worksite on the reverse page:

- A. The firm is located in a California eligible distressed area(s).
- B. The firm will establish a worksite(s) in a California eligible distressed area(s).
- C. The firm is in a census tract with a contiguous boundary adjacent to a California eligible distressed area.
- D. The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block group that when attached to the California eligible distressed area(s) forms a contiguous boundary.
- E. The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). **This option applies to solicitations for GOODS only.**
- F. The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that when attached to the California eligible distressed area(s) forms a contiguous boundary. **This option applies to solicitations for GOODS only.**

Enter labor hours for each listed firm and site. The hours shall be reasonable and shall only include the labor hours necessary and required to complete the contract activities. Artificially increasing hours at a claimed TACPA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time when projecting contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours must be reported for each carrier separately and must not be combined or included with hours for manufacturing, processing, or administration, or at any eligible TACPA site. Failure to list all the labor hours to be performed at the reportable sites will result in a denial of this preference request.

The bidder must explain, by activity, their firm's projected contract labor hours by completing and signing the *Bidder's Summary* form (included with this solicitation).

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

If supplying goods, the bidder must also provide a completed and signed *Manufacturer's Summary* form (included with this solicitation) that specifies the number of projected labor hours necessary to make the product(s).

**Section II
Workforce Preference**

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% TACPA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the TACPA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage, the bidder must have its eligible employees perform the specified percentage of the total contract workforce labor hours. See Section I, "Total Projected Labor Hours," STD. 830. To claim the workforce preferences select or check the appropriate box for percent of requested bid preferences in Section II.

**Section III
Certification for Worksite and Workforce Preferences**

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences requested pursuant to this form. The penalties associated with the TACPA statute are: GC §4535.1, a business which requests and is given the preference by reason of having furnished a false certification, and which by reason of that certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

- (a) Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
- (b) In addition to the amount specified in subdivision (a), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.
- (c) Be ineligible to directly or indirectly transact any business with the State for a period of not less than six months and not more than 36 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you receive an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and TACPA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding Department's contract administrator. Only another California certified small business can use TACPA, EZA or LAMBRA preferences to displace a California certified small business bidder.

To identify TACPA distressed worksites contact the local city or county Planning/Economic Development offices of the proposed worksite, or go to <http://factfinder.census.gov> and click on "Enter a street address" to find a Census Tract and Block Group. Verify the Census Tract and Block numbers for TACPA sites by calling the DGS, Procurement Division preference line at (916) 375-4609.

ATTACHMENT G - CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Civil Code section 51) and the Fair Employment and Housing Act (Government Code section 12960); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Civil Code section 51) or the Fair Employment and Housing Act (Government Code section 12960).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		Federal ID Number
Bidder/Proposer Firm Name (Print)		
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

VI. SAMPLE - STANDARD AGREEMENT (STD. 213)

Example Only. Do not complete or return the sample Standard Agreement.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 05/15)

AGREEMENT NUMBER
CSA-C-XXX-XXXX

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
CALIFORNIA STATE AUDITOR

CONTRACTOR'S NAME
[CONTRACTOR'S NAME]

2. The term of this Agreement is:

[DATE] through **[DATE]**

3. The maximum amount of this Agreement is:

[DOLLAR AMOUNT] AND NO CENTS (\$XXX.00)

4. The parties agree to comply with the terms and conditions of this Agreement, including the following exhibits and attachments marked with an ☒, which are, by this reference, fully incorporated and made a part of the Agreement.

<input checked="" type="checkbox"/> Exhibit A – Scope of Work and Description of Services	x pages
<input checked="" type="checkbox"/> Exhibit B – Budget Detail and Payment Provisions	x pages
<input checked="" type="checkbox"/> Exhibit C – General Terms and Conditions	x pages
<input checked="" type="checkbox"/> Exhibit D – Special Terms and Conditions	x pages
<input checked="" type="checkbox"/> Attachment 1 – Encryption and Information Privacy Policy	x pages
<input checked="" type="checkbox"/> Attachment 2 – Confidentiality/Nondisclosure Statement	x pages
<input checked="" type="checkbox"/> Attachment 3 – Independence Questionnaire/Conflict of Interest Disclosure	x pages
<input checked="" type="checkbox"/> Attachment 4 – Darfur Contracting Act Certification	1 page
<input checked="" type="checkbox"/> Attachment 5 – California Civil Rights Law Certification	1 page
<input checked="" type="checkbox"/> Attachment 6 – Contractor's Résumé (use for consulting services and Training)	x page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) CONTRACTOR	
BY (Authorized signature)	DATE SIGNED (Do not type.)
PRINTED NAME AND TITLE OF PERSON SIGNING CONTRACTOR AND TITLE	
ADDRESS ADDRESS	
STATE OF CALIFORNIA	
AGENCY NAME CALIFORNIA STATE AUDITOR	
BY (Authorized signature)	DATE SIGNED (Do not type.)
PRINTED NAME AND TITLE OF PERSON SIGNING ELAINE M. HOWLE, STATE AUDITOR	
ADDRESS 621 Capitol Mall, Suite 1200, Sacramento, CA 95814	

EXHIBIT A – SAMPLE SCOPE OF WORK AND DESCRIPTION OF SERVICES

1. PURPOSE OF AGREEMENT

The State and the Contractor enter into this Agreement for the purpose of [Contractor's Name] to provide [consulting] services to the California State Auditor's Office (State).

2. CONTRACTOR AGREES TO PROVIDE CONSULTING SERVICES

[Insert a description of the scope of work.]

3. PROJECT DELIVERABLES AND COORDINATION REQUIREMENTS

[Insert project deliverables, timetable, etc.]

4. PROJECT REPRESENTATIVES

California State Auditor	Contractor
Business Services Coordinator: Ana Clark, Manager Fiscal and Business Services	Company:
Project Coordinator:	Name, Title:
Address: 621 Capitol Mall, Suite 1200 Sacramento, CA 95814	Address:
Phone: (916) 445-0255	Phone:
Fax: (916) 327-0019	Fax:
Email:	Email:

EXHIBIT B – SAMPLE BUDGET DETAIL AND PAYMENT PROVISIONS

1. AMOUNT PAYABLE

The total amount payable under this Agreement may not exceed _____ dollars (\$XXX,000.00) and is payable as follows:

- (a) In exchange for providing the promised services and other deliverables specified in **Exhibit A** of this Agreement, the State shall pay the Contractor at a rate of _____ dollars (\$XX) per hour.

Employee, Job Title	Hours	Rate	Extended total
			\$
			\$
Subtotal			\$
Total Cost			\$

- (b) In consultation with the Contractor, the State shall make arrangements for any travel required under this Agreement and shall pay the Contractor for travel and living expenses incurred by the Contractor, as documented by the Contractor in the manner prescribed by the State, in providing the consulting services that are the subject of this Agreement at locations other than the Contractor's usual place or places of business. Reimbursement shall be made as follows:
- (i) Airfare: commercial carrier coach fare rate, supported by a receipt.
 - (ii) Other transportation: actual, reasonable expense, supported by a receipt.
 - (iii) Living expenses: actual expenses, not to exceed maximum state employee per diem rates, to be claimed and computed in accordance with Department of Human Resources regulations in effect for excluded employees when the expenses are incurred.
- (c) The consideration to be paid to the Contractor, as provided herein, is in compensation for all of the Contractor's expenses incurred in performance of this Agreement, including travel and living expenses.
- (d) No minimum amount of work is guaranteed under this Agreement.

2. PAYMENTS

- (a) On a monthly basis, each Contractor staff person shall complete a timesheet and submit it by email to the State's Project Coordinator.
- (b) Whenever payment is owed by the State, the Contractor shall submit invoices on a monthly basis by the tenth (10th) day of each month. The invoices shall include a separate itemized accounting of all charges, including appropriate original receipts for travel and other administrative expenses. Use an Excel spreadsheet and include the date, contract employee name and title, project name, hours, and rate.
- (c) Each invoice submitted by the Contractor shall include the following:
 - (i) The contract number as it appears on this Agreement.
 - (ii) The Contractor's full name, company name (if applicable), and billing address as it appears in this Agreement.
 - (iii) An invoice number and invoice date.
 - (iv) A separate line item for each day. Include the date, contract employee name and title, program name, hours, and rate. Use an Excel spreadsheet to prepare this information.
 - (v) The signature of the Contractor or the Contractor's representative.
- (d) Email the Excel spreadsheet and invoices to accounting@auditor.ca.gov.
- (e) Mail the original invoices and a duplicate to:

**California State Auditor
Attention: Accounting
621 Capitol Mall, Suite 1200
Sacramento, CA 95814**
- (f) Ten percent (10%) of each approved payment will be withheld and retained until all conditions stipulated in the Agreement have been satisfied. Failure by the Contractor to satisfactorily complete all conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to the California State Auditor's ten percent (10%) retention policy.
- (g) The Contractor shall keep and preserve all back-up documentation to support the entries included in its invoices submitted to the State for a period of twelve (12) years after final payment is made unless a longer period of records retention is agreed upon. The Contractor agrees to allow the California State Auditor access to such records during normal business hours and to allow interviews of any employees who reasonably might have information related to such records.
- (h) As a necessary precursor to receiving payment from the State, the Contractor, unless a state agency or other governmental entity, shall maintain on file with the State a completed Payee Data Record (STD 204).

3. BUDGET CONTINGENCY CLAUSE

- (a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- (b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

EXHIBIT C - GENERAL TERMS AND CONDITIONS

1. TERM

- (a) The term of this Agreement is [month, day, year] through [month, date, year], inclusive, except that Paragraphs 7, 8, 9, 10, 11, 12, and 13 of this **Exhibit C** and Paragraphs _ and _ of **Exhibit D** shall apply beyond this term and shall remain in effect notwithstanding any termination of the Agreement.
- (b) The parties mutually may agree in writing to extend the term of this Agreement.
- (c) All references to the term of the Agreement or the Agreement term shall include any extensions of the term.

2. APPROVAL

This Agreement is of no force or effect until signed by both parties.

3. TIMELINESS

Time is of the essence, including any schedule established by the Agreement for the performance of services.

4. NOTICE

- (a) All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing.
- (b) Notice may be served by certified mail properly addressed. Postage must be prepaid fully to the address beneath the name for each respective party provided in subparagraphs (c) and (d) of this Paragraph. That notice shall be effective when received as indicated by post office records or, if deemed undeliverable by the post office, nonetheless shall be effective fifteen (15) days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party at the address designated. That notice shall be deemed effective when delivered unless a legal holiday for state offices commences during said twenty-four (24)-hour period, in which case, the effective time of the notice shall be postponed twenty-four (24) hours for each intervening day.
- (c) For the above purposes, the State Auditor's address is:

**California State Auditor
621 Capitol Mall, Suite 1200
Sacramento, CA 95814**

- (d) For the above purposes, the Contractor's address is:

**CONTRACTOR'S NAME
ADDRESS
CITY, STATE, ZIP**

5. INDEPENDENT CONTRACTOR STATUS

- (a) The Contractor, and the agents and employees of the Contractor, shall act, in the performance of this Agreement, in an independent capacity and not as officers, employees, or agents of the State. In accordance with that independent capacity, it is understood and agreed by the parties that the State has no right under the Agreement to control or direct the manner or means by which the Contractor undertakes to provide the services to be rendered to the State, and that the Contractor shall exercise independent judgment in all matters pertaining to the manner and means of performing under the Agreement.
- (b) Subject to subparagraph (a) of this Paragraph, the Contractor shall ensure that the Contractor's employees and agents, whenever performing services on the State's premises, observe all reasonable instructions and directions issued by the State.

6. STATE PERSONNEL

The Contractor shall not be permitted to use State personnel for performing services that are the responsibility of the Contractor unless that use has been approved previously in writing by the Project Coordinator for the California State Auditor's Office identified in **Exhibit A** of this Agreement and an appropriate adjustment in price has been made. No charge will be made to the Contractor for the services of state employees while performing a coordinating or monitoring function.

7. OWNERSHIP OF INFORMATION AND WORK PRODUCT

- (a) All professional and technical products and information developed under this Agreement, ("work product") are the property of the State.
- (b) The Contractor shall keep confidential the State's work product and shall protect it from unauthorized disclosure.
- (c) The Contractor agrees to deliver reproducible copies of the State's work product at the request of the Project Coordinator for the California State Auditor's Office identified in **Exhibit A** of this Agreement.

8. INDEMNIFICATION

- (a) Each of the parties to this Agreement shall be liable solely for the negligent or wrongful acts or omissions of its representatives, agents, or employees occurring in the performance of the Agreement.
- (b) If either party becomes liable for damages caused by the party's representatives, agents, or employees, it shall pay such damages without contribution by the other party. The Contractor's obligation under the provisions of this Paragraph is not limited to, or restricted by, any requirement in this Agreement for the Contractor to maintain insurance.

- (c) To the extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State, its officers, agents, and employees from any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney fees, arising from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the Agreement. Such defense and payment will be conditional upon the following: (1) the State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and (2) the Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided that: (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State otherwise is mandated by law, the State may participate in such action at its own expense with respect to attorneys fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will cooperate reasonably in the defense and in any related settlement negotiations.

9. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

The Contractor shall be liable for damages arising out of injury to the person, and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to the delivery, installation, acceptance, and use of any deliverables under this Agreement regardless of where the injury or damage occurs, provided that the injury or damage was caused by the fault or negligence of the Contractor.

10. LIMITATION OF STATE LIABILITY

The liability of the State under this Agreement shall not exceed the total amount payable under the Agreement, as set forth in paragraph 1 of Exhibit B of the Agreement. In no event shall the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages.

11. DISPUTES

- (a) The Contractor shall continue with the responsibilities under this Agreement during any dispute.
- (b) Any dispute arising under or relating to the performance of this Agreement, which is not disposed of by agreement, shall be decided by the State Auditor, and that decision shall be reduced to writing and mailed or otherwise furnished to the Contractor.
- (c) If the Contractor does not agree with the State Auditor's decision, either party may assert its other rights and remedies within this Agreement or within a California court of competent jurisdiction. If any action is brought to enforce or interpret any provision of the Agreement, each party shall bear its own attorney fees and costs.

12. GOVERNING LAW

This Agreement, and any amendment to the Agreement, shall be governed by the laws of the State of California, both as to interpretation and performance, regardless of the specific location of any performance. Unless otherwise expressly agreed in writing by the parties, any action in law or equity brought to enforce any provision of the Agreement shall be filed and remain in a court of competent jurisdiction in the County of Sacramento, State of California.

13. PROPER SOLICITATION OF AGREEMENT

The Contractor warrants, by executing this Agreement, that no person or selling agency has been employed or retained to solicit or secure the Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul the Agreement without liability, paying only for the value of the work actually performed, and to recover the full amount of such commission, percentage, brokerage, or contingent fee.

14. AGREEMENT IS COMPLETE

This Agreement represents the complete and exclusive statement of the agreements between the State and the Contractor with respect to the subject matter of the Agreement and supersedes all prior agreements, proposals, representations, and other communications, oral or written, between the State and the Contractor regarding this subject matter. The State and the Contractor agree that there are no oral or written covenants, conditions, or agreements with respect to the subject matter of the Agreement except as set forth in the Agreement.

15. PREVAILING CLAUSES

In the event of a conflict between the General Terms and Conditions set forth in this Exhibit C of this Agreement and the provisions of any other Exhibit or other Attachment to the Agreement, the provisions of the General Terms and Conditions shall govern.

16. CAPTIONS

The paragraph headings appearing in this Agreement have been inserted for convenience only. They are not intended to define, explain, modify, amplify, limit, or extend the scope or intent of the paragraphs to which they pertain.

17. ASSIGNMENT

The Contractor may not transfer by assignment, subcontract, or novation the performance of this Agreement, or any part thereof, except with the prior written approval of the State as to each such assignment, subcontract, or novation. Any approved assignment, subcontract, or novation shall be subject to all of the terms and conditions of the Agreement, including every Exhibit or Attachment thereto.

18. AMENDMENT OF AGREEMENT

This Agreement may be amended by mutual consent of the State and the Contractor. Any alteration of or variation from the terms of the Agreement is not valid unless made in writing and signed by the parties, and approved as required. No oral understanding or agreement not incorporated into the Agreement is binding on the State or the Contractor.

19. SEVERABILITY

In the event that any term, condition, or provision of this Agreement is unenforceable or held to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated thereby.

20. FORCE MAJEURE

Except for defaults of subcontractors, the Contractor and the State are not responsible for delays or failures to perform resulting from acts beyond the control of the nonperforming party. Those acts include acts of god, strikes, lockouts, riots, acts of war, epidemics, earthquakes, other disasters, governmental statutes or regulations imposed after the fact, and ancillary functions or utilities that are provided by a person or entity not a party to this Agreement. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and the default arises out of causes beyond the control of either the Contractor or the subcontractor, without the fault or negligence of either of them, the Contractor is not liable for damages for that delay or failure, unless the supplies or services to be furnished by the subcontractor were available from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

21. WAIVER

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in the Agreement shall be construed as cumulative; that is, in addition to every other remedy provided by the Agreement or otherwise provided by law. The failure of the State at any time to enforce any of the provisions of the Agreement or at any time to require performance by the Contractor of any of the Agreement's provisions, shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of the Agreement or any part thereof, or the right of the State thereafter to enforce each and every provision.

22. TERMINATION

- (a) The State reserves the right to terminate this Agreement, without cause, upon giving five (5) days advance written notice to the Contractor in the manner specified in the Agreement. In that event, the Contractor agrees to use all reasonable efforts to mitigate any expenses or obligations hereunder.
- (b) Notwithstanding the notice provision of subparagraph (a) of this paragraph, the State may terminate this Agreement immediately for cause. The term "for cause" means the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, termination of the Agreement shall be effective as of the date indicated in the State's notice to the Contractor that the Agreement is being terminated.
- (c) In the event of termination, without prejudice to any of its other remedies, the State shall, subject to the appropriation and availability of funds for that purpose, pay the Contractor only for the satisfactory services rendered by the Contractor and for the expenses incurred by the Contractor that were not included in the charges for the services rendered prior to the termination, provided that said expenses could not have been avoided through reasonable efforts by the Contractor.

23. NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES

- (a) During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- (b) Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- (c) Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- (d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
- (e) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (California Code of Regulations, Title 2, section 11105.)
- (f) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

24. WORKERS' COMPENSATION INSURANCE

The Contractor shall obtain, and keep in force during the term of this Agreement, workers' compensation insurance in conformity with applicable state law.

25. COVENANT AGAINST GRATUITIES

By signing this Agreement, the Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or by any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, the State may terminate the Agreement immediately, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items that the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this Paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

26. RECYCLING CERTIFICATION

The Contractor shall certify in writing under penalty of perjury under the laws of the State of California, the minimum, if not exact percentage of post-consumer material, as defined in Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the State, regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the

certification required by this subdivision shall specify that the cartridges so comply (Public Contract Code section 12205).

27. CERTIFICATION CLAUSES

The Contractor Certification Clauses contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement as Exhibit F.

28. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENT

- (a) As required by Government Code section 14841, if for this Agreement the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under the Agreement report to the State the actual percentage of small business participation that was achieved.
- (b) As required by Government Code section 14841 and Military and Veterans Code section 999.5, subdivision (d), if for this Agreement the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then the Contractor must within 60 days of receiving final payment under the Agreement certify in a report to the State: (1) the total amount the Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under the Agreement have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

29. AUDIT

The Contractor agrees that the awarding department, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code section 8546.7 et seq., Public Contract Code section 10115 et seq., California Code of Regulations Title 2, section 1896).

30. ANTITRUST CLAIMS

The Contractor, by signing this Agreement, certifies that the Contractor will comply with the requirements of Government Code sections 4552 through 4544 set forth below.

- (a) As provided in Government Code section 4552, the Contractor will assign to the State all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15 et seq.) or under the Cartwright Act (Business and Professions Code section 16700 et seq.) arising from the purchase of goods, materials, or services for sale to the State pursuant to this Agreement. Such assignment shall be made and become effective at the time the State tenders final payment to the Contractor.
- (b) As provided in Government Code section 4553, if the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under subparagraph (a) of this Paragraph, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the State as part of this Agreement price, less the expenses incurred in obtaining that portion of the recovery.
- (c) Upon demand in writing by the Contractor, the State shall, within one year from such demand, reassign the cause of action assigned under subparagraph (a) of this Paragraph if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the State has not been injured thereby, or (2) the State declines to file a court action for the cause of action.

31. CONTRACTOR RÉSUMÉ

The Contractor's completed résumé is required for each contract participant who will exercise a major administrative role or major policy or consultant role, as identified by the contractor, be attached to the contract for public record and is made a part of the contract as **Attachment** ____.

32. CONTRACT/CONTRACTOR EVALUATION

In accordance with Public Contract Code sections 10367 and 10369, the Contractor's performance or the firm's performance will be evaluated within 60 days of completion of the contract using the Contract/Contractor Evaluation form (STD 4). The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.

EXHIBIT D - SPECIAL TERMS AND CONDITIONS

1. CONTRACTOR PERSONNEL

- (a) The individual(s) named in **Exhibit A** of this Agreement as the person(s) authorized to perform services under the Agreement is/are essential to the Agreement. No other individual(s) employed by the Contractor may perform services under the Agreement without the prior written approval of the State. In the event that any individual named in **Exhibit A** as authorized to perform services under the Agreement ceases to be employed by the Contractor or no longer is assigned by the Contractor to perform services under the Agreement, the Contractor immediately shall provide written notice to the State and shall consult with the State regarding a replacement.
- (b) Prior to seeking approval from the State for any individual not already named in **Exhibit A** to perform services under the Agreement, the Contractor shall provide the State with the name and résumé of that individual for prompt preview and approval. If the State declines to approve the replacement of any individual named in **Exhibit A** as authorized to perform services under the Agreement, the State may terminate the Agreement immediately “for cause” as provided in **Exhibit C** of the Agreement. This provision shall not apply to support personnel such as clerical or administrative staff assigned to assist the individual(s) authorized to perform services under the Agreement.

2. SUBCONTRACTORS

- (a) Nothing in this Agreement or otherwise shall create any contractual relationship between the State and any subcontractors used by the Contractor to perform services under the Agreement, and no subcontractor shall relieve the Contractor of the Contractor’s responsibilities and obligations under the Agreement.
- (b) The Contractor agrees to be responsible fully to the State for all acts and omissions of its subcontractors and of the persons the Contractor employs, either directly or indirectly, to perform services under the Agreement. The Contractor’s obligation to pay its subcontractors is an obligation that is entirely independent from the State’s obligation to pay the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any money to any subcontractor.

3. RECORD RETENTION

The State has a legal duty to retain records relating to the selection of the commission for a period of twelve (12) years. Therefore, all records, communications, workpapers, and other documents prepared by the Contractor pursuant to the Agreement, including products, copy, reports, charts, , and the Contractor’s administrative communications and records relating to the Agreement, shall be deemed the exclusive property of the State and also shall be delivered to

the State within fourteen (14) days of the Contractor completing the performance of services under the Agreement.

4. SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT

As required by Government Code section 14841, if for this Agreement the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under the Agreement report to the State the actual percentage of small business participation that was achieved.

5. DVBE PARTICIPATION REPORTING REQUIREMENTS

As required by Government Code section 14841 and Military and Veterans Code section 999.5, subdivision (d), if for this Agreement the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then the Contractor must within 60 days of receiving final payment under the Agreement certify in a report to the State: (1) the total amount the Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under the Agreement have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

6. PRIORITY HIRING CONSIDERATIONS

As required by Public Contract Code section 10353, the Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 et seq.

7. CONFIDENTIALITY/NONDISCLOSURE STATEMENT

- (a) Contractor shall not disclose data or disseminate the contents of any preliminary or final work product or records, documents, or information used in support of the work product without the written permission of the California State Auditor.
- (b) With the exception of comments made about the work product to the State Auditor or her staff, Contractor shall not make comments to any individual, including, but not limited to, any member of the media regarding the work product, nor shall Contractor comment on the State Auditor's actions regarding the work product, without the prior written consent of the State Auditor.

8. DARFUR CONTRACTING ACT

As required by the Darfur Contracting Act of 2008 (Pub. Contract Code § 10475 et seq.), the Contractor declares that the Contractor is not a scrutinized company as defined in Public Contract Code section 10476. In support of this declaration, the Contractor has executed the Darfur Contracting Act Certificate which is incorporated into the Agreement.

9. ANTITRUST CLAIMS

The Contractor, by signing this Agreement, certifies that the Contractor will comply with the requirements of Government Code sections 4552 through 4544 set forth below.

- (c) As provided in Government Code section 4552, the Contractor will assign to the State all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15 et seq.) or under the Cartwright Act (Bus. & Prof. Code § 16700 et seq.) arising from the purchase of goods, materials, or services for sale to the State pursuant to this Agreement. Such assignment shall be made and become effective at the time the State tenders final payment to the Contractor.
- (d) As provided in Government Code section 4553, if the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under subparagraph (a) of this Paragraph, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the State as part of this Agreement price, less the expenses incurred in obtaining that portion of the recovery.
- (c) Upon demand in writing by the Contractor, the State shall, within one year from such demand, reassign the cause of action assigned under subparagraph (a) of this Paragraph if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (1) the State has not been injured thereby, or (2) the State declines to file a court action for the cause of action.

10. CHILD SUPPORT COMPLIANCE

By signing this Agreement, the Contractor acknowledges, pursuant to Public Contract Code section 7110, each of the following:

- (a) It is the policy of the State that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and complies fully with all applicable state and federal laws relating to child and family support enforcement, including the disclosure of information and compliance with earnings assignment orders, as required by Family Code section 5200 et seq.

- (b) To the best of the Contractor's knowledge, the Contractor is complying fully with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

11. CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer certifies compliance by executing the California Civil Rights Laws Certification.

EXHIBIT E – PAYEE DATA RECORD

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.								
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) _____ <hr/> <table style="width: 100%;"> <tr> <td style="width: 60%;">SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____</td> <td style="width: 40%;">E-MAIL ADDRESS _____</td> </tr> <tr> <td>MAILING ADDRESS _____</td> <td>BUSINESS ADDRESS _____</td> </tr> <tr> <td>CITY, STATE, ZIP CODE _____</td> <td>CITY, STATE, ZIP CODE _____</td> </tr> </table>			SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____	E-MAIL ADDRESS _____	MAILING ADDRESS _____	BUSINESS ADDRESS _____	CITY, STATE, ZIP CODE _____	CITY, STATE, ZIP CODE _____
SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) _____	E-MAIL ADDRESS _____								
MAILING ADDRESS _____	BUSINESS ADDRESS _____								
CITY, STATE, ZIP CODE _____	CITY, STATE, ZIP CODE _____								
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): - 	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.							
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST </div> <div style="width: 45%;"> CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS </div> </div> <div style="margin-top: 10px;"> <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: - </div>								
	(SSN required by authority of California Revenue and Tax Code Section 18646)								
4	PAYEE RESIDENCY STATUS <input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <div style="margin-left: 20px;"> <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached. </div>								
5	<p style="text-align: center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <table style="width: 100%;"> <tr> <td style="width: 65%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) _____</td> <td style="width: 35%;">TITLE _____</td> </tr> <tr> <td>SIGNATURE _____</td> <td> DATE _____ TELEPHONE () _____ </td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) _____	TITLE _____	SIGNATURE _____	DATE _____ TELEPHONE () _____		
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) _____	TITLE _____								
SIGNATURE _____	DATE _____ TELEPHONE () _____								
6	Please return completed form to: Department/Office: _____ Unit/Section: _____ Mailing Address: _____ City/State/Zip: _____ Telephone: () _____ Fax: () _____ E-mail Address: _____								

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 5/2018)

1	<p>Requirement to Complete the Payee Data Record, STD 204</p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).</p>
2	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>
3	<p>Check only one box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.</p> <p>Payees must provide one of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>
4	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the state agency requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

EXHIBIT F - CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Bidder Firm Name (Print)		Federal ID Number
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a drug-free workplace.
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - (c) Every employee who works on the proposed Agreement will:
 - 1) Receive a copy of the company's drug-free workplace policy statement.
 - 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296)
4. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
6. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she

engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - (a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - (b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

(c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
7. PAYEE DATA RECORD STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.